



**BID NO.: 9749-0/18**

**OPENING: 2:00 P.M.  
Wednesday  
May 1, 2013**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:  
TRANSPORTATION SERVICES**

**FOR INFORMATION CONTACT:  
Ana M. Rioseco, 305-375-3704, ariosec@miamidade.gov**

**IMPORTANT NOTICE TO BIDDERS:**

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 9749-0/18**

**Bid Title: TRANSPORTATION SERVICES**

**Procurement Officer: Ana M. Rioseco**

**Bids will be accepted until 2:00 p.m. on May 1, 2013**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

**All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.**

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION**

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**TRANSPORTATION SERVICES**

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/general-terms-and-conditions-itb.pdf>

**SECTION 2**  
**SPECIAL CONDITIONS**

**TRANSPORTATION SERVICES**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract and a pool of qualified bidders for the purchase of transportation services. The transportation services for the annual tennis tournament for Miami-Dade Parks, Recreation and Open Spaces (PROS) will be quoted among the pool of pre-qualified bidders on an annual basis.

The transportation services shall be categorized into three groups:

Group 1: Motor Coach Rentals  
Group 2: School Bus Rentals  
Group 3: Pre-qualification of Bidders to Provide Transportation Services to include the annual tennis tournament for PROS.

**2.2 TERM OF CONTRACT FIVE YEARS**

This contract and pool shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the Internal Services Department, Procurement Management Services Division (ISD/PMSD); and contingent upon the completion and submittal of all required bid documents. The contract and pool shall expire on the last day of the last month of the five (5) year period.

**2.3 OPTION TO RENEW**

Intentionally Omitted

**2.4 METHOD OF AWARD TO MULTIPLE LOWEST PRICED BIDDERS IN THE AGGREGATE FOR GROUPS 1 AND 2**

Award of groups 1 and 2 will be made to two (2) responsive, responsible Bidders who submit an offer on all items listed in the groups and whose offer represents the lowest price when all items are added in the aggregate group by group basis. While the method of award prescribes the method for determining the lowest responsive, responsible Bidder per Group, the County will award each group to the designated lowest Bidder as the primary Bidder and will award each group to the designated second lowest Bidder as the secondary Bidder respectively. If the County exercises this right, the primary Bidder shall have the primary responsibility to initially perform the service identified in this contract. If the primary Bidder cannot perform, the County shall have the option to seek the identified services from the secondary Bidder.

Award to multiple Bidders are made for the convenience of the County and does not exempt the primary Bidder from fulfilling its contractual obligations. Failure of any Bidder to perform in accordance with the terms and conditions of the contract may result in the Bidder being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

**SECTION 2**  
**SPECIAL CONDITIONS**

**TRANSPORTATION SERVICES**

**2.4.1 Minimum Requirements for Group 1 – Motor Coach Rentals:**

2.4.1.1 Award will be made to two (2) responsive, responsible Bidder(s) who meet or exceed the minimum requirements set forth in this solicitation. The requirements are as follows:

- A. The bidder shall maintain an office staffed by competent company representative(s) authorized to discuss matters pertaining to the contracted services, who can provide information, and who are cognizant of the industry and industry standards. The bidder's office address shall be included in the bidder's submittal.
- B. Bidder(s) shall be equipped with modern office equipment, especially a dedicated phone, fax or an e-mail address. Either resource must be available twenty-four (24) hours a day to provide immediate support and response. The bidder's phone number, fax number and/or e-mail address shall be included in the bidder's submittal.
- C. Bidder(s) shall have a current United States Department of Transportation (US DOT) Number registered with the US DOT Federal Motor Carrier Safety Administration.

**SECTION 2**  
**SPECIAL CONDITIONS**

**TRANSPORTATION SERVICES**

**2.4.2 Minimum Requirements for Group 2 – School Bus Rentals:**

2.4.2.1 Award will be made to two (2) responsive, responsible Bidder(s) who meet or exceed the minimum requirements set forth in this solicitation. The requirements are as follows:

- A. The bidder shall maintain an office staffed by competent company representative(s) authorized to discuss matters pertaining to the contracted services, who can provide information, and who are cognizant of the industry and industry standards. The bidder's office address shall be included in the bidder's submittal.
- B. Bidder(s) shall be equipped with modern office equipment, especially a dedicated phone, fax or an e-mail address. Either resource must be available twenty-four (24) hours a day to provide immediate support and response. The bidder's phone number, fax number and/or e-mail address shall be included in the bidder's submittal.
- C. Bidder(s) shall have a current Passenger Motor Carrier (PMC) Certificate of Transportation issued by Miami-Dade County Regulatory and Economic Resources (RER) Department – Business Affairs Division.

**2.4.3 GROUP 3 METHOD OF AWARD: Pre-Qualification And Subsequent Spot Market Procedures**

**2.4.3.1 Minimum Requirements for Group 3:**

Award will be made to all responsive, responsible Bidder(s) who meet or exceed the minimum requirements set forth in this solicitation. The requirements are as follows:

- A. The bidder shall maintain an office staffed by competent company representative(s) authorized to discuss matters pertaining to the contracted services, who can provide information, and who are cognizant of the industry and industry standards. The bidder's office address shall be included in the bidder's submittal.
- B. Bidder(s) shall be equipped with modern office equipment, especially a dedicated phone, fax or an e-mail address. Either resource must be available twenty-four (24) hours a day to provide immediate support and response. The bidder's phone number, fax number and/or e-mail address shall be included in the bidder's submittal.
- C. Bidder(s) shall have a current United States Department of Transportation (US DOT) Number registered with the US DOT Federal Motor Carrier Safety Administration.
- D. If applicable, Bidder(s) shall have a current Passenger Motor Carrier (PMC) Certificate of Transportation issued by Miami-Dade County Regulatory and Economic Resources (RER) Department – Business Affairs Division.

**SECTION 2**  
**SPECIAL CONDITIONS**

**TRANSPORTATION SERVICES**

2.4.3.2 The County reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information, as it deems necessary. Prior to the award of a quotation the low bidder may be subject to a pre-award inspection and acceptability determination by the County of the vehicle(s) offered.

2.4.3.3 Spot Market Quotations Procedures:

When such spot market purchases are initiated, the pre-qualified bidders will be invited to offer a fixed price for a specific purchase, or a specific purchasing period. In general, written spot market quotes will be requested from at least four (4) bidders whenever possible. The pre-qualified bidder offering the lowest fixed price shall be awarded the order, provided that the vehicle proposed by bidder meets the specifications and requirements. The low bidder recommended for award will be subject to a pre-award inspection of its fleet by County representatives.

The award of the order to one bidder does not preclude the ability of the remaining pre-qualified bidders from submitting offers for other orders as requested by County departments.

2.4.4.4 Total Number of Pre-Qualified Bidders Shall be Determined by the County:

It shall be the sole prerogative of the County as to the total number of pre-qualified bidders on this contract. During the term of this contract, the County reserves the right to receive additional submittals, add pre-qualified bidders, and add or delete vehicles, as it deems necessary. If the County elects to add bidders, they must meet the same minimum requirements established for the original competition.

**2.5 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING (GROUP 3)**

Since the services that will be acquired under this contract may be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that any applicable federal procurement provisions, guidelines, or requirements specific to the County user department(s) using such funds will be incorporated in the spot market quotations.

**2.5.1 MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)-EXEMPTION TO CERTAIN CLAUSES**

2.5.1.1 The pool of pre-qualified bidders may be accessed by the Miami-Dade Public Housing and Community Development (PHCD).

2.5.1.2 As a Federally-funded agency, the following clauses within this solicitation do not apply to that Department's allocation:

Section 1 Paragraph 1.10 (Local Preferences), Section 1 Paragraph 1.26 (Office of the Inspector General), Section 2 Paragraph 2.2 (Small Business Contract Measures), Section 2 Paragraph 2.21 (County User Access Program - UAP) and Section 2 Paragraph 2.22 (Local Certified Disabled Veteran Business Enterprise Preference).

**SECTION 2**  
**SPECIAL CONDITIONS**

**TRANSPORTATION SERVICES**

**2.5.2 MIAMI-DADE FIRE RESCUE DEPARTMENT EXEMPTION TO CERTAIN CLAUSES DUE TO USE OF FEDERAL FUNDING**

2.5.2.1 The pool of pre-qualified bidders may be accessed by the Miami-Dade Fire Rescue (MDFR).

2.5.2.2 Since the services that will be acquired under this contract will be purchased, in part or in whole, with federal funding by the Federal Emergency Management Agency (FEMA), the following clauses within this solicitation do not apply to that Department's allocation:

Section 1 Paragraph 1.26 (Office of the Inspector General), and Section 2 Paragraph 2.21 (County User Access Program - UAP).

2.5.2.3 The spot market quotation issued for MDFR may include provisions required by FEMA and any other federal agency.

**2.6 PRICES (GROUPS 1 and 2)**

Prices shall remain firm and fixed for a one-year period from the effective date of the Contract. Prior to the end of the initial one-year period and for each subsequent one year period thereafter, including any option-to-renew or extensions thereof, the County will review price adjustments based on the weighted sum of the percentage change in the value of the most recent Consumer Price Index (CPI) for:

A) Miami – FT Lauderdale, All Urban Consumers, All Items, Series  
Id: CUURA320SA0, CUUSA320SA0, (Weight = 75%), and

B) Miami – FT Lauderdale, All Urban Consumers, Private Transportation, Series  
Id: CUURA320SAT1, CUUSA320SAT1, Private Transportation, (Weight = 25%).

This adjustment will be in lieu of any other price adjustment, such as an adjustment for changes in the living wage rate.

It is the awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of next twelve (12) month period, the request for adjustment should be submitted thirty (30) days prior to expiration of the then current twelve (12) month period. This adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received, the County will assume that the awarded Bidder has agreed to the current prices.

The adjustment will be applied by calculating the percentage change (increase or decrease) between the index values effective on the first day of the twelve (12) month period and the most recent index available on the date of adjustment. Day of adjustment will be the last business day of the twelve (12) month period.

The County reserves the right to reject any price adjustments submitted by the awarded bidder if they are not in accordance with the above.



**SECTION 2**  
**SPECIAL CONDITIONS**

**TRANSPORTATION SERVICES**

**2.7 CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Ana M. Rioseco, at (305) 375-3704 email – [ariosec@miamidade.gov](mailto:ariosec@miamidade.gov)

**2.8 INDEMNIFICATION AND INSURANCE**

**Note for Groups 1 and 2:** Insurance is required from the primary awarded Bidder. Secondary awarded Bidder will be required to comply with insurance requirements at the time when it performs services under this contract.

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

**SECTION 2**  
**SPECIAL CONDITIONS**

**TRANSPORTATION SERVICES**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY**  
**111 NW 1<sup>st</sup> STREET**  
**SUITE 2340**  
**MIAMI, FL 33128**

**Note for Group 3:** Insurance coverage for all services including the annual tennis tournament for PROS will be specified at the time of the spot market quotation. Bidder(s) shall submit a certificate of insurance within five (5) business days after notification of recommendation to award a spot market quotation or Invitation to Quote.

**2.9 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Solicitation is specific to County Departments, it is hereby agreed and understood that any other County department or agency may avail itself of this contract.

**2.10 LIVING WAGE**

Please refer to Appendix A

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**TRANSPORTATION SERVICES**

**3.1 SCOPE OF WORK****3.1.1 GROUPS 1 AND 2**

The motor coaches and school buses to be used for the transportation of passengers shall be available seven days a week in conjunction with the County's needs. These motor coaches and/or school buses shall be in first class operating condition. The hourly rate provided is an all-inclusive transportation service which consists of driver(s), uniforms, equipment, motor coach vehicle or school bus, tolls, fees, permits, fuel, and any other element of cost/price. The County will not reimburse any toll charges.

**3.1.2 GROUP 3**

Under this Group, the County issue Spot Market Quotations to obtain pricing for services, including the pricing for the annual tennis tournament for PROS, from pool of qualified bidders.

**3.2 Vehicle Requirements (Groups 1 and 2)**

3.2.1 Vehicles may be new or used but in good condition. The vehicles provided shall comply with all applicable Local, State, or Federal codes, and comply with or exceed manufacturer's safety and mechanical standards for the particular vehicle and model used in the provision of services, under this Contract. Vehicles to be used to provide service to the County shall comply with all the requirements contained in Chapter 31 Article 3 of the Miami-Dade County Code, pertinent state statutes and requirements from Business Affairs Regulatory and Economic Resources Department (RER); For-Hire Passenger Transportation. Vehicles utilized to provide transportation services must, at all times, display a valid County inspection, and operation permit. Proof of compliance with this section must be supplied to the County upon request.

**3.2.2 Motor Coach and School Bus Standards:**

All vehicles must:

- a. Have a rear-view mirror and side-view mirrors mounted on both of the vehicles.
- b. Have a functioning interior light within the passenger compartment.
- c. Have a functioning speedometer indicating speed in miles per hours and a functioning odometer correctly indicating distance in tenths of a mile.
- d. Be equipped with operable air conditioning systems. If the air conditioning system becomes inoperable during the day, the awarded bidder shall replace the vehicle within one hour. The vehicle shall not again be used for service under these groups until the air conditioning system has been repaired (Not applicable for Group 2-School Bus Rental).
- e. Have exterior free of grime, oil, or other substances and free from cracks, breaks, dents and damaged paint that noticeably detract from the overall appearance of the vehicle.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**TRANSPORTATION SERVICES**

- f. Be clean in the interior and free from torn floor coverings, damaged or broken sears, and protruding sharp edges.
- g. Have unobstructed vision on at least three (3) sides of the vehicle.
- h. Not have leaks of any kind.
- i. Be equipped with a functioning horn.
- j. Be fully cushioned and reclining seats.
- k. Be equipped with an operating Public Address (PA) System.

**3.3 Driver Requirements****a) Driver Registration – Groups 1, 2, and 3**

Drivers shall have and maintain a current, valid Commercial Drivers License, Class B or C with passenger ("P") endorsement, in accordance with Florida Department of Highway Safety and Motor Vehicles' requirements. In addition, drivers shall maintain a valid Miami-Dade County Chauffer Registration, in accordance with Chapter 31 Article 3 of the Miami-Dade County Code from Business Affairs Regulatory and Economic Resources Department (RER). Proof of compliance with this section must be supplied to the County upon request.

**b) Driver History - Group 1**

Prior to placing a driver in service, the awarded bidder shall conduct a thorough driver's license check for a minimum of five (5) years in the past to ensure that all drivers providing services to the County have no history of DUI, DWI, reckless driving convictions, leaving the scene of an accident, or any other serious offenses. Drivers providing services shall have no more than three (3) moving violation points on their State driver's license within the last three (3) years. Driver license check information is available at the Internet address below. <http://www.flhsmv.gov/ddl/abstract.html>

**c) Background Check – Group 2**

The awarded bidder(s) shall conduct a completed national criminal, driving record and sexual predator/offender background checks for all drivers prior to providing services under this contract to the county. All new drivers employed by the awarded bidder(s) must meet the same requirements and proof of completed national criminal, driving record and sexual predator/offender background checks. Proof of compliance with this section must be supplied to the County upon request.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**TRANSPORTATION SERVICES**

**3.4 COMMUNICATION SYSTEM**

The awarded Bidder(s) shall have an effective communication system in place (e.g., mobile phones or two-way radio equipment). Regular communication with all vehicles providing transportation services shall be required. Proof of compliance with this section must be supplied to the County upon request.

**3.5 TRAVEL TIME**

The hourly rate billing shall commence once the driver arrives at the designated pick up site. Travel time to the pick-up site shall not be billed to the County.

**3.6 VEHICLES FOR GROUP 3**

The following is a representative listing of vehicles typically used by the County. This list is neither exclusive nor complete. Type of vehicle required will be specified in the spot market quotations.

Types Vehicles:

- 1) Vans
- 2) Minibuses
- 3) Full-size bus
- 4) Motor Coach
- 5) School Bus up to 20 passengers
- 6) School Bus up to 72 passengers

**SECTION 4**  
**BID SUBMITTAL FORM**

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**Wednesday**  
**May 1, 2013**



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,  
 DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:  
 Ana M. Rioseco

ISD/PM

Date Issued:  
 04/09/2013

This Bid Submittal Consists of  
 Pages **11** through **19 Plus**  
**Affidavits**

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Title: Transportation Services**

A Bid Deposit in the amount of **N/A** the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>070, 070-33, 070-36, 556-60, 556-70, 962-17 and 975-14</b>	
Procurement Contracting Officer: <b>Ana M. Rioseco</b>	

FIRM NAME \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.**

**FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.**

**SECTION 4**  
**BID SUBMITTAL FOR: TRANSPORTATION SERVICES**

**FIRM NAME:** \_\_\_\_\_

**CHECKLIST FOR REQUIRED ATTACHMENTS FOR GROUP 1 – MOTOR COACH RENTALS**

**This checklist must be completed by all bidders.**

**Refer to details in Section 2, Paragraph's 2.4.1.1.A – 2.4.1.1.C**

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.4.1.1.A	Provide complete office address: _____ _____ _____	_____
Paragraph 2.4.1.1.B	Enter your firm's dedicated phone and facsimile (FAX) machine number, including area code:  Phone No. _____  Fax No. _____  Enter your firm's e-mail address:  E-mail: _____	_____
Paragraph 2.4.1.1.C	Proof of current US DOT Number.	_____

**SECTION 4**  
**BID SUBMITTAL FOR: TRANSPORTATION SERVICES**

**FIRM NAME:** \_\_\_\_\_

**GROUP 1 – MOTOR COACH RENTALS**

<b>Item</b>	<b>Estimated Hours</b>	<b>Description</b>	<b>Price Per Hour</b>
1	7,000	30 - 43 Passenger Bus	\$ -
2	5,000	47 - 57 Passenger Bus	\$ -
3	5,000	14 - 33 Passenger Mini-Bus	\$ -



**SECTION 4**  
**BID SUBMITTAL FOR: TRANSPORTATION SERVICES**

**FIRM NAME:** \_\_\_\_\_

**CHECKLIST FOR REQUIRED ATTACHMENTS FOR GROUP 2 – SCHOOL BUS RENTALS**

**This checklist must be completed by all bidders.**

**Refer to details in Section 2, Paragraph's 2.4.2.1.A – 2.4.2.1.C**

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.4.2.1.A	Provide complete office address:  _____  _____	_____
Paragraph 2.4.2.1.B	Enter your firm's dedicated phone and/or facsimile (FAX) machine number, including area code:  Phone No. _____  Fax No. _____  Enter your firm's e-mail address:  E-mail: _____	_____
Paragraph 2.4.2.1.C	Copy of Passenger Motor Carrier (PMC) Certificate of Transportation.	_____

**SECTION 4**  
**BID SUBMITTAL FOR: TRANSPORTATION SERVICES**

**FIRM NAME:** \_\_\_\_\_

**ACKNOWLEDGEMENT REQUIRED FOR GROUP 2 – SCHOOL BUS RENTALS**

<u>Reference:</u>	<u>Acknowledgement:</u> <u>Driver Requirement Background Check</u>	<u>Initial:</u>
Paragraph 3.3.c	The awarded bidder(s) shall conduct a completed national criminal, driving record and sexual predator/offender background checks for all drivers prior to providing services under this contract to the county. All new drivers employed by the awarded bidder(s) must meet the same requirements and proof of completed national criminal, driving record and sexual predator/offender background checks. Proof of compliance with this section must be supplied to the County upon request.	_____

**GROUP 2 – SCHOOL BUS RENTALS**

<b>Item</b>	<b>Estimated Hours</b>	<b>Description</b>	<b>Price Per Hour</b>
1	5,000	School Bus up to 20 Passengers	\$ -
2	5,000	School Bus up to 72 Passengers	\$ -

**SECTION 4**  
**BID SUBMITTAL FOR: TRANSPORTATION SERVICES**

**FIRM NAME:** \_\_\_\_\_

**Group 3**

**CHECKLIST FOR REQUIRED ATTACHMENTS – PRE-QUALIFICATION**

**Refer to details in Section 2, Paragraph's 2.4.3.1.A - 2.4.3.1.D**

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.4.3.1.A	Provide complete office address: _____ _____ _____	_____
Paragraph 2.4.3.1.B	Enter your firm's dedicated phone and facsimile (FAX) machine number, including area code:  Phone No. _____  Fax No. _____  Enter your firm's e-mail address:  E-mail: _____	_____
Paragraph 2.4.3.1.C	Proof of current US DOT Number.	_____
Paragraph 2.4.3.1.D	Copy of Passenger Motor Carrier (PMC) Certificate of Transportation if applicable.	_____

SECTION 4  
BID SUBMITTAL FOR:  
TRANSPORTATION SERVICES

ACKNOWLEDGEMENT OF ADDENDA

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**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION  
WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

---

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_

**Bid Title: Transportation Services**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here **only** if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: \_\_\_\_\_. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here **only** if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

**LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:** For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☐ Place a check mark here **only** if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is \_\_\_\_\_.



**LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION:** A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_\_\_ - \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Prompt Payment Terms: \_\_\_\_ % \_\_\_\_ days net \_\_\_\_ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: \_\_\_\_\_ (Signature of authorized agent)

**\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

**AFFIDAVITS**  
**FORMAL BIDS**



Miami-Dade County  
Internal Services Department  
Procurement Management Division  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : \_\_\_\_\_ Federal Employer Identification Number (FEIN): \_\_\_\_\_

Contract Title: \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

1. <b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6. <b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2. <b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. <b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) of the County Code	8. <b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code
4. <b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. <b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5. <b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code	10. <b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Firm

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_

by \_\_\_\_\_ He or she is personally known to me ☐ or has produced Identification ☐

Type of identification produced \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp of Notary Public

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Notary Public Seal



**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

[illegible]

Signature \_\_\_\_\_

Date \_\_\_\_\_

**SUBCONTRACTORS/SUPPLIER LISTING**  
**(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)**

Firm Name of Prime Contractor/Respondent \_\_\_\_\_

FEIN # \_\_\_\_\_

Project/Contract Number \_\_\_\_\_

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "N/A" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-00, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employees (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	

  

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplier/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employees (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This date may be submitted to Contracting Unit department or Office to the Small Business Development Division of the Regulatory and Economic Resources Department at [businessdevelopment@mi-dade.com](mailto:businessdevelopment@mi-dade.com).

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_



# APPENDIX A

## **MIAMI-DADE COUNTY LIVING WAGES SUPPLEMENTAL GENERAL CONDITION**

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit, lease, or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid or executing a contract pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at [www.miamidade.gov](http://www.miamidade.gov).

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Sanctions; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

### **1. DEFINITIONS**

- A. Administrative hearing officer means a person designated by the County Manager to hold administrative hearings on complaints of practices prohibited by this Administrative Order.
- B. Applicable department means the County department(s) using the service contract.
- C. Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Code, implementing Administrative Order. No. 3-20 and these Supplemental General Conditions.
- D. Compliance officer means the Director of the Department of Small Business Development (SBD) or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- E. Contract means an agreement for services covered by the Living Wage Code involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.
- F. Contracting officer means the County and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. County means the government of Miami-Dade County or the Public Health Trust.

- H. Covered employee means anyone employed by any service contractor, as further defined in the Code , either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services.

J. Covered services are any one of the following:

- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
- (i) food preparation and/or distribution;
  - (ii) security services;
  - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
  - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
  - (v) transportation and parking services including airport and seaport services;
  - (vi) printing and reproduction services; and,
  - (vii) landscaping, lawn and/or agricultural services.
- (2) Services provided at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractor at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value.
- (i) **Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;**
  - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
  - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
  - (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
  - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
  - (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
  - (vii) Janitorial Services;
  - (viii) Delayed Baggage Services;

- (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
- (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
- (xi) In warehouse cargo handlers.

K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time pursuant to section 10-38 of the Code of Miami-Dade County.

L. Living wage means the minimum hourly pay rate with or without a health benefits in effect for the fiscal year in which the work is performed.

M. Living Wage Commission means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage, reviewing certifications submitted by covered employers to the County to include, reviewing complaints filed by employees and making recommendations to the Applicable Department, County Mayor and the County Commission regarding same.

N. Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

O. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

- (1) the service contractor is paid in whole or in part from one (1) or more of the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract;
- (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or,
- (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami-Dade County Aviation Department facility including at Miami International Airport pursuant to a permit, lease agreement or otherwise.

## **2. MINIMUM WAGES, HEALTH BENEFIT PLANS AND POSTING OF INFORMATION**

A. The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at [www.miamidade.gov/sba/living\\_wage\\_poster.asp](http://www.miamidade.gov/sba/living_wage_poster.asp).

All covered employees providing covered services shall be paid not less than the living wage rate in effect for the fiscal year in which the work is performed. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year.

Proof of the provision of such a health benefit plan must be submitted to the compliance officer to qualify for the wage rate for employees with a health benefit plan.

B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan, then the service contractor may comply with the Living Wage requirements by paying the covered employee the difference between the premium it pays for the health benefit

plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of complying with the living wage shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a) Florida Statutes.

To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

1. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee.
  2. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. The Living Wage rate is annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade. .
- D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- E. Covered employers must post a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered employee's first paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.
- F. Covered employers must refrain from terminating, reducing the compensation, or otherwise discriminating against an employee performing work on the contract even though a complaint of practices has been made by the employee or other investigative or enforcement action is being taken regarding such service contractor.

### **3. LIABILITY FOR UNPAID WAGES; SANCTIONS; WITHHOLDING**

- A. Liability for Unpaid Wages: Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.
- B. Sanctions: In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following additional ways:
1. Penalties payable to the County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and successive instances 30% of the amount of underpayment. A fourth violation shall constitute a default of the contract where the underpayment occurred and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.

Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray costs of administering the Living Wage provisions.

2. The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter;
  3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor;
  4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period of up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter;
  5. In addition to any other sanctions provided for herein, for violations other than underpayment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars (\$500.00) per week for each week in which the violation remains outstanding.
  6. A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by the County after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
  7. All such sanctions recommended or imposed shall be a matter of public record.
  8. All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes §55.03.
  9. A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violation and may be imposed a sanction as specified in this section.
- C. Withholding: The County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by the County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

#### **4. PAYROLL; RECORDS; REPORTING**

- A. Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:
- a. the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
  - b. the number of hours worked each day by each covered employee;

- c. For each covered employee, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and,
  - d. any other data or information the Living Wage Commission or the County should require.
- B. The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- C. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for sanctions as outlined in Section III. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

## **5. SUBCONTRACTS**

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision. The prime service contractor will be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

## **6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT**

- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
- 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
  - 2) The penalties assessed;
  - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
  - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.



- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.
- F. Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the administrative hearing, to the County Manager or his/her designee within thirty (30) days of the receipt of the transcript.
- G. If the County Manager or his/her designee determines a covered employer failed to comply with the provisions of the Code the non-complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.